

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IMPALA PLATINUM HOLDINGS LIMITED, et al. v. A-1 SPECIALIZED SERVICES AND SUPPLIES, INC., et al.	CIVIL ACTION NO. 16-1343
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ORDER RE: MOTIONS TO ALTER JUDGMENT & MOTION FOR DIRECTED VERDICT

AND NOW, this 29th day of June, 2017, having considered the Motions to Alter the Judgment of Plaintiffs Impala Platinum Holdings Limited and Impala Refining Services Limited (collectively, “Impala”) (ECF 371) and Defendant Ashok Kumar Khosla (“Kumar”) (ECF 346), and all responses and replies thereto, the court hereby ORDERS that Impala’s Motion is GRANTED IN PART and DENIED IN PART, and Kumar’s Motion is DENIED, for the reasons explained in the Court’s Memorandum filed on this date.

Because the jury found Kumar’s share of liability for constructive fraudulent transfer under the Pennsylvania Uniform Fraudulent Transfer Act (“PUFTA”) to be 59%, and because Defendants Suresh K. Khosla (“Suresh”), Om K. Khosla (“Om”), Leena Khosla (“Leena”), and Slogam Limited Partnership (“Slogam”) executed a *pro rata* release as part of the settlement reached with Impala in the midst of trial, the judgment (ECF 345) shall be amended to reflect entry of judgment in favor of Impala and against Kumar on Count II of Impala’s Amended Complaint, for \$10,006,400, which is 59% of the total \$16 million awarded by the jury plus pre-judgment interest in the amount of \$566,400.

The Court further ORDERS that the Motion for Directed Verdict filed by Kumar and Defendant Alliance Industries Limited (“Alliance”) (ECF 329) is hereby DENIED AS MOOT, for the reasons explained in the Court’s Memorandum filed on this date.

BY THE COURT:

Wendy Beetlestone, USDJ for:
Michael M. Baylson, J.